

## REQUEST FOR PROPOSAL (RFP)

<b>Bid Event Number:</b>	EVT0002127
<b>Document Number:</b>	RFX0000373
<b>Replaces Contract:</b>	12269
<b>Date Mailed:</b>	March 7, 2013
<b>Closing Date:</b>	April 1, 2013, 2:00 PM
<b>Procurement Officer:</b>	Tami Sherley <b>Telephone:</b> 785-296-3122 <b>E-Mail Address:</b> <a href="mailto:tami.sherley@da.ks.gov">tami.sherley@da.ks.gov</a> <b>Web Address:</b> <a href="http://da.ks.gov/purch">http://da.ks.gov/purch</a>
<b>Item:</b>	Insurance, Aircraft
<b>Agency:</b>	Group 1 – Kansas Highway Patrol, Topeka, Kansas (Fixed Wing) Group 2 – Kansas Department of Wildlife, Parks and Tourism, Pratt, Kansas Group 3 – Kansas Highway Patrol, Topeka, Kansas (Helicopter)
<b>Period of Contract:</b>	12:01 a.m., May 1, 2013 to 12:01 a.m., May 1, 2016 (See Section C, Item 3 for alternative periods)
<b>Guarantee:</b>	No Monetary Guarantee Required
<b>Scope:</b>	This Contract shall cover the procurement of Insurance for the Kansas Highway Patrol and the Kansas Department of Wildlife, Parks and Tourism during the contract period referenced above.

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Event Number EVT0002127 was recently posted to Procurement and Contracts Internet website.  
The document can be downloaded by going to the following website:

<http://www.da.ks.gov/purch/RFO/>

**It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/amendments.**

## SECTION A

1. Notice is hereby given that proposals will be received for Aircraft Insurance for the State of Kansas, Kansas Highway Patrol and Kansas Department of Wildlife, Parks and Tourism. Bids will be accepted until 2:00 p.m., **April 1, 2013**, at the office of the Director of Purchases, Procurement and Contracts, Department of Administration, 800 S.W. Jackson Street, Ste. 600, Topeka, Kansas 66612-1286. At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. A copy of the list of bidders may be obtained by either attending the public bid announcement or by purchasing a List of Bidders (a summary of the solicitation that show the vendors names). Bids received after said time and date will be retained in the file unopened and will not receive consideration.
2. Bids shall be submitted on forms furnished herewith. Additional bid forms and specifications may be obtained by addressing the Director of Purchases, as above.
3. Questions requesting clarification of the Bid must be electronically submitted to the Procurement Officer (E-mail: [tami.sherley@da.ks.gov](mailto:tami.sherley@da.ks.gov)) by **noon on March 18, 2013**. Responses to any questions will be issued via Addendum and posted at the following website: <http://da.ks.gov/purch/Contracts/bids.aspx>.
4. Wherever and whenever the word "State" is used, it shall mean the Committee on Surety Bonds and Insurance under whose authority this insurance will be purchased.
5. Bid results will not be given to individuals over the phone. Results can be obtained after award. A List of Bidders and bid results can be obtained by sending (do not include with bid), a check for \$3.00 payable to the State of Kansas, with a self-addressed, stamped envelope to the Kansas Division of Purchases, Att. Bid Results/Copies, 900 SW Jackson, Room 102-N., Topeka, KS 66612. Please reference the RFP number on check. Copies of individual bids may be obtained under the Kansas Open Records Act by sending an e-mail to [janet.miller@da.ks.gov](mailto:janet.miller@da.ks.gov) or calling 785-296-0002, requesting an estimate of the cost to reproduce the documents and remitting that amount to the above address. Upon receipt of the funds, the documents will be sent.
6. **FAXED OR EMAIL BIDS ARE NOT ALLOWED.**
7. **CRIMINAL OR CIVIL OFFENSE OF AN INDIVIDUAL OR ENTITY THAT CONTROLS A COMPANY OR ORGANIZATION OR WILL PERFORM WORK UNDER THIS CONTRACT:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals of entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

***EQUAL OPPORTUNITY CLAUSE***

Pursuant to K.S.A., Chapter 44, Article 10, this agreement entitled "Equal Opportunity Clause" is hereby incorporated in and made a part of any contract of insurance issued as a result of this bid proposal.

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor shall observe the provision of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin or ancestry;
- (b) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer", or a similar phrase to be approved by the commission;
- (c) If the contractor fails to comply with the manner in which he reports to the commission in accordance with the provisions of section 15 (44-1031) of this Act, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
- (d) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
- (e) The contractor shall include the provisions of subsections (a) through (d) inclusively of the present section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

## SECTION B

### SPECIAL PROVISIONS

#### 1. PROPOSALS:

Proposal forms submitted in response to this Request for Proposal shall be delivered in a sealed envelope addressed to the Director of Purchases, Procurement and Contracts, 800 S.W. Jackson Street, Ste. 600, Topeka, Kansas 66612-1286, and shall bear the name of the individual, partnership or corporation submitting the bid, and shall be labeled, "Proposal for Aircraft Insurance."

Proposals shall be properly and completely executed on the proposal form furnished, (Section D, hereof).

Electronic modifications will be considered only if received prior to the closing time for receipt of proposals provided that written confirmation of the electronic modification, over the signature of the bidder, was mailed prior to the bid closing time. If written confirmation is not received within two (2) days after the closing time, no consideration will be given to the electronic modification.

**It is the vendor's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity, shall not excuse late bid submissions.**

#### 2. AWARD OF CONTRACT:

Award will be made by the State in accordance with K.S.A. 75-4125. Pursuant to K.S.A. 75-4125, vendors may be required to appear before the Surety Bond and Insurance Committee (SBC) to respond to questions from the Committee concerning the proposal and negotiate an award; or, the Committee may award to the low bidder of the selected option without conducting negotiations. The Committee reserves the right to request information from vendors as needed. If information is requested, the Committee is not required to request the information of all vendors. Vendors are not to inflate prices in the initial proposal as cost may be a factor in determining who may receive an award.

#### 3. REJECTION OF BIDS:

The State reserves the right to reject any and all bids. Bids may be rejected for failure of the bidder to comply with any of the requirements set forth in these specifications. The State may award on any of the requested options as may be deemed in its best interest. In the event all bids are rejected, the current insurer may be requested to extend coverage for a reasonable time necessary to permit coverage either to be re-bid or negotiated.

#### 4. BINDING AUTHORITY:

The bidder shall have authority to bind coverage in accordance with his proposal.

## SECTION C

### ***SPECIFICATIONS***

1. SCOPE AND PURPOSE:

These specifications are intended to cover the purchase of Aircraft Insurance for use and benefit of the State of Kansas

Award will be made to only one (1) agent per individual state agency. Bids, however, will be accepted from individual agents representing one (1) or a combination of companies.

2. QUALIFICATIONS OF BIDDERS:

Each bidder, pursuant to K.S.A. Chapter 40, particularly K.S.A. 40-214 and pertinent Insurance Department Rules and Regulations, shall be a duly authorized representative of the insurance company for which the bid is submitted and such company must be properly licensed and admitted to transact the insurance business herein described in the State of Kansas.

Any agent participating in this bid shall be affiliated with a licensed agency appointed by that insurer in the State of Kansas. In the event the agent is individually licensed by an insurance company, the agent shall be appointed by that insurer in the State of Kansas. The required appointment shall occur no later than 30 days after the bid closing date or the policy period effective date, whichever come first.

3. TERM OF CONTRACT:

Any insurance issued as a consequence of this Request shall be for an approximate three (3) year and three-month period beginning 12:01 a.m., May 1, 2013, through 12:01 a.m., May 1, 2016. Each bidder shall agree to furnish, if such bid is accepted, a binder of such coverage on or before the aforementioned date. Premium shall be quoted on an annual payment basis.

Note - Bidders may bid an annual policy, annual policy (not to exceed three years) subject to annual rerate or annual policy terms with guaranteed three year premiums/rates. The State prefers three (3) year policy terms and may give preference to this option.

As noted in Section B, Item 3, the State reserves the right to reject all bids. If such action is taken in subsequent bid offerings and if so requested by the State, the successful bidder for this offering agrees to extend this coverage for a reasonable time necessary to permit coverage either be re-bid or negotiated. Additional premium shall be calculated pro-rata based on the rates/premium applicable to the current policy. An appropriate endorsement shall be issued at that time which provides for the coverage extension.

4. CANCELLATION OF COVERAGE:

Pursuant to K.S.A. 75-4106, coverage purchased hereunder may not be cancelled by the insurance company or the Committee during the term of such contract unless a substitute contract upon the same terms and conditions covering the affected property is in force or the Committee determines the property affected no longer requires the coverage provided by the contract.

5. COVERAGE:

**Group 1 (KHP-Fixed Wing):**

**BASE BID** shall contain coverage for:

\$1,000,000	Single Limit Bodily Injury and Property Damage, including passengers.
"All Risk"	Hull Physical Damage; <u>\$50</u> not in motion deductible, <u>\$250</u> in motion deductible.

**ALTERNATE BID** shall contain coverage for:

\$1,000,000	Single Limit Bodily Injury and Property Damage, including passengers.
"All Risk"	Hull Physical Damage; <u>\$500</u> not in motion deductible, <u>10%</u> in motion deductible

**Group 2 (Wildlife & Parks):**

**BASE BID** shall contain coverage for: (No alternate requested)

Base Bid shall contain coverage for:

\$5,000,000	Single Limit Bodily Injury and Property Damage Liability, including passengers.
\$ 3,000	Medical Payments each person, including crew.
"All Risk"	Hull Physical Damage; <u>\$50</u> "Not in Motion" and <u>\$250</u> "In Motion" Deductible.

**Group 3 (KHP-Helicopter):**

**BASE BID** shall contain coverage for:

\$5,000,000	Single Limit Bodily Injury and Property Damage, including passengers.
"All Risk"	Hull Physical Damage; <u>\$5,000</u> not in motion deductible, <u>\$125,000</u> in motion deductible.

**ALTERNATE BID** shall contain coverage for:

\$1,000,000	Single Limit Bodily Injury and Property Damage, including passengers.
"All Risk"	Hull Physical Damage; <u>\$5,000</u> not in motion deductible, <u>\$125,000</u> in motion deductible.

NOTE: The State is interested in receiving alternate coverage options in an effort to achieve potential cost savings, including the use of deductibles. KHP is interested in seeing increased deductible levels that will provide significant savings. Any such alternate coverage options shall be clearly identified on the Bid Sheet.

6. POLICY PROVISIONS:

The coverage noted above must be afforded by an insurance policy filed for the company's use in the State of Kansas pursuant to K.S.A. 40-216. Each bidder must provide a sample or specimen copy of the policy he intends to utilize if awarded the bid. Failure to do so may be cause for rejection of the bid.

Separate policies shall be issued for each Group/State Agency. Different underwriters may be offered for each Group/State Agency.

7. UNDERWRITING INFORMATION:**Group 1 and Group 3 (KHP):**

Aircraft 1, 2, 3, 4 and 5 (Group 1) and Aircraft 1 (Group 3) will be utilized primarily by the Kansas Patrol Enforcement Unit to enforce highway traffic regulations and other related law enforcement activities.

AIRCRAFT INFORMATION:**Group 1 (KHP-Fixed Wing):**AIRCRAFT 1      **N950HP**SER: **20608002**

Make and Model, Year

Cessna Stationair, 1998

Seating Capacity:

Six (6)

Declared Value:

\$700,000.00

The aircraft is currently hangared at Hays Municipal Airport (HYS). The State is the sole owner of said aircraft.

\* This aircraft is equipped with a Forward Looking Infrared System (FLIR), model 8500, ARS mapping system and digital recorder.

AIRCRAFT 2      **N900HP**SER: **20608344**

Make and Model, Year

Cessna - Stationair, 2012,

Seating Capacity:

Six (6)

Declared Value:

\$1,000,000.00

The aircraft is currently hangared at Topeka (TOP). The State is the sole owner of said aircraft.

\* This aircraft is equipped with a Tecnisonic TDFM 7000 law enforcement aviation radio.

AIRCRAFT 3      **N980HP**SER: **R18200205**

Make and Model, Year

Cessna R182RG, 1978

Seating Capacity:

Four (4)

Declared Value:

\$140,000.00

The aircraft is currently hangared at Topeka (TOP). The State is the sole owner of said aircraft.

AIRCRAFT 4      **N940HP**SER: **20608343**

Make and Model, Year

Cessna- Stationair, 2012,

Seating Capacity:

Six (6)

Declared Value:

\$1,000,000.00

The aircraft is currently hangared at Salina Municipal Airport (SLN). The State is the sole owner of said aircraft.

\* This aircraft is equipped with a Forward Looking Infrared System (FLIR), model 8500, ARS mapping system, digital recorder and Tecnisonic TDFM 7000 law enforcement aviation radio.

For the N950HP & 940HP, the systems are component units that can be quickly removed from the airplane and placed in storage in the hanger or reinstalled. Each FLIR system will have the same coverage and deductibles as aircraft and shall be **covered while installed in aircraft or being stored in the hangar.**

**Group 2 (W&P):**AIRCRAFT 1

Make and Model, Year

Cessna 421C, 1976

FAA Certification No.:

3920C

Seating Capacity

Eight (8)

Declared Value:

\$400,000

Aircraft is hangared at the Pratt Municipal Airport.

**Group 3 (KHP-Helicopter):**AIRCRAFT 1      **N650HP**

SER: 53665

Make and Model, Year

Bell 407, 2005

Seating Capacity

Seven (7)

Declared Value

\$5,000,000.00

The aircraft is currently hangared at Topeka (TOP). The State is the sole owner of said aircraft.

\* This aircraft is equipped with a Forward Looking Infrared System (FLIR), model 8500, ARS mapping system, digital recorder, and a SX16 Night-Sun Spotlight. Each FLIR system will have the same coverage and deductibles as aircraft and shall be **covered while installed in aircraft or being stored in the hangar.**



**PILOT INFORMATION:**

See Attachment A – Group 1 and 3 and Attachment B – Group 2 spreadsheet for Pilot Information by clicking on the icon below:

**Group 1:**

Any person holding a currently effective certificate issued by the Federal Aviation Administration designating him or her as a Private Commercial, or Air Transport Pilot who has flown a minimum of 250 hours as "Pilot In Command".

Those pilots with less than 250 hours as "Pilot in Command" are limited to piloting aircraft only when accompanied by a Kansas Highway Patrol or Kansas Wildlife and Parks pilot with 250 hours of "Pilot In Command".

The pilots normally fly the aircraft assigned. Any pilot, including the additional pilots, may fly any airplane single engine land aircraft.

**Group 2:**

Any person holding a currently effective certificate issued by the Federal Aviation Administration designating him or her a Commercial Pilot. IFR, MEL, 2,000 total logged hours, 500 multi engine, 25 in CE 421 model; completed approved school.

8. **STATEMENT OF LOSSES:**

The successful bidder must furnish itemized loss figures to the Division of Purchases on an annual basis. Upon request of the State, such information shall be available electronically using Microsoft Excel or other approved spreadsheet application.

10. **EXPERIENCE:**

Loss experience is available upon written request to [tami.sherley@da.ks.gov](mailto:tami.sherley@da.ks.gov)

11. **ADDITIONAL UNDERWRITING INFORMATION:**

The State will make every possible attempt to provide any additional underwriting information. Requests are to be submitted to Lee Harmon ([tami.sherley@da.ks.gov](mailto:tami.sherley@da.ks.gov)) .

Department of Administration  
Procurement and Contracts  
800 S.W. Jackson, Ste.600  
Topeka, KS 66612

We submit a proposal to furnish Aircraft Insurance during the contract period in accordance with specifications. **I hereby certify that (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.**

NAME OF INSURANCE COMPANY \_\_\_\_\_

NAIC Number \_\_\_\_\_

\*NAME OF AUTHORIZED REPRESENTATIVE

(Individual – not agency) \_\_\_\_\_

NAME OF AGENCY \_\_\_\_\_

FEIN \_\_\_\_\_

**CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. DO NOT enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Division of Purchases at a later date.**

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

\*Such individual must be authorized by the Kansas Insurance Statutes and Regulations to represent the above named Insurance Company.

**The undersigned submits the attached bid to furnish the requirements during the contract period in accordance with the specifications and attests this bidder is not in arrears in taxes due the State of Kansas. I hereby certify that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed/Printed Name of Signature \_\_\_\_\_ Title \_\_\_\_\_

**Tax Clearances:** Per KSA 75-3740(c), as amended, the Director of Purchases may reject the bid of any bidder who is in arrears on taxes due the State of Kansas. The Division of Purchases will confirm tax status prior to the release of a purchase order or contract award. The State of Kansas reserves the right to allow a bidder an opportunity to clear its tax status within ten (10) calendar days, or to proceed with award to the next lowest responsive bidder, whichever is determined by the Director of Purchases to be in the best interest of the State.

The Secretary of Revenue is authorized to exchange such information with the Director of Purchases as is necessary to determine the bidder's tax clearance status, notwithstanding any other provision of law prohibiting disclosure of the contents of taxpayer records or information.

Instructions on how to check Tax Clearance Status can be found at the following website:

<http://www.ksrevenue.org/taxclearance.htm>

Information about Tax Registration can be found at the following website:

<http://www.ksrevenue.org/busregistration.htm>

**Please Indicate Taxes Currently Registered for in Kansas:**

- ☐ Corporate Income Tax  
☐ Sales Tax  
☐ Withholding Tax  
☐ Compensating Use Tax  
☐ None

**Contact Information:** Please provide the attached contact information for use should the State of Kansas need to contact the appropriate officials within your company to discuss your tax clearance / registration status.

Contact Person for Tax Issues \_\_\_\_\_

Company Name \_\_\_\_\_

FEIN \_\_\_\_\_

Mailing Address \_\_\_\_\_

City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

Toll Free Telephone \_\_\_\_\_ Local \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

**Accounts Receivable Set-Off Program:** During the course of this contract if the vendor is found to owe a debt to the State of Kansas, agency payments to the vendor may be intercepted / setoff by the State of Kansas Accounts Receivable Setoff Program. Notice of the setoff action will be provided to the vendor. The vendor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes vendors against debts owed by the vendors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The vendor benefits fully from the payment because its' obligation to the State is reduced by the amount subject to setoff.

**NOTE: This page must be returned with your bid response.**

**SECTION D**

*BID SHEET*

**BASE BID**

**1.1.1.1. GROUP 1 – Kansas Highway Patrol (Fixed Wing)**

Proposed Insurance Company \_\_\_\_\_

<b><u>BASE BID:</u></b>	<b><u>ANNUAL PREMIUM</u></b>
<b><u>AIRCRAFT 1 – N950HP</u></b>	
\$ 1,000,000      Single Limit Bodily Injury and Property Damage Liability, Including Passengers	\$ _____
“All Risk”      Hull Physical Damage; <u>\$50</u> not in motion deductible, <u>\$250</u> in motion deductible	\$ _____
<b>TOTAL AIRCRAFT 1</b>	<b>\$ _____</b>
<b><u>AIRCRAFT 2 – N900 HP</u></b>	
\$ 1,000,000      Single Limit Bodily Injury and Property Damage Liability, Including Passengers	\$ _____
“All Risk”      Hull Physical Damage; <u>\$50</u> not in motion deductible, <u>\$250</u> in motion deductible	\$ _____
<b>TOTAL AIRCRAFT 2</b>	<b>\$ _____</b>
<b><u>AIRCRAFT 3 – N900HP</u></b>	
\$ 1,000,000      Single Limit Bodily Injury and Property Damage Liability, Including Passengers	\$ _____
“All Risk”      Hull Physical Damage; <u>\$50</u> not in motion deductible, <u>\$250</u> in motion deductible	\$ _____
<b>TOTAL AIRCRAFT 3</b>	<b>\$ _____</b>
<b><u>AIRCRAFT 4 – N940HP</u></b>	
\$ 1,000,000      Single Limit Bodily Injury and Property Damage Liability, Including Passengers	\$ _____
“All Risk”      Hull Physical Damage; <u>\$50</u> not in motion deductible, <u>\$250</u> in motion deductible	\$ _____
<b>TOTAL AIRCRAFT 4</b>	<b>\$ _____</b>

SECTION D (cont.)  
BID SHEET – BASE BID

**GRAND TOTAL ANNUAL PREMIUM-GROUP 1 – BASE BID** \$\_\_\_\_\_

CHARGE TO COVER FLIR SYSTEMS ATTACHED TO  
AIRCRAFT N950HP and N940HP \$\_\_\_\_\_

**GROUP 2 – Kansas Department of Wildlife and Parks**

Proposed Insurance Company \_\_\_\_\_

**BASE BID:**

**ANNUAL  
PREMIUM**

AIRCRAFT 1 - Cessna 421C

\$ 5,000,000	Single Limit Bodily Injury and Property Damage Liability, Including Passengers	\$_____
\$ 3,000	Medical Payments each person, including crew	\$_____
"All Risk"	Hull Physical Damage; <u>\$50</u> not in motion deductible, <u>\$250</u> in motion deductible	\$_____

**GRAND TOTAL ANNUAL PREMIUM – GROUP 2** \$\_\_\_\_\_

SECTION D (cont.)  
BID SHEET – **BASE BID**

**GROUP 3 – Kansas Highway Patrol (Helicopter)**

Proposed Insurance Company \_\_\_\_\_

<u><b>BASE BID:</b></u>		<u><b>ANNUAL PREMIUM</b></u>
<u>AIRCRAFT 1 - Bell 407 – N650HP</u>		
\$ 5,000,000	Single Limit Bodily Injury and Property Damage Liability, Including Passengers	\$_____
"All Risk"	Hull Physical Damage; <u>\$5,000</u> not in motion deductible, <u>\$125,000</u> in motion deductible	\$_____
<b>GRAND TOTAL ANNUAL PREMIUM – GROUP 3</b>		<b>\$_____</b>

**SECTION D (cont.)**

**BID SHEET – ALTERNATE BID**

<b><u>ALTERNATE BID:</u></b>		<b><u>ANNUAL PREMIUM</u></b>
<b><u>AIRCRAFT 1 – N950HP</u></b>		
\$ 1,000,000	Single Limit Bodily Injury and Property Damage Liability, Including Passengers	\$_____
“All Risk”	Hull Physical Damage; <u>\$50</u> not in motion deductible, <u>\$250</u> in motion deductible	\$_____
<b>TOTAL AIRCRAFT 1</b>		<b>\$_____</b>
<b><u>AIRCRAFT 2 – N900 HP</u></b>		
\$ 1,000,000	Single Limit Bodily Injury and Property Damage Liability, Including Passengers	\$_____
“All Risk”	Hull Physical Damage; <u>\$50</u> not in motion deductible, <u>\$250</u> in motion deductible	\$_____
<b>TOTAL AIRCRAFT 2</b>		<b>\$_____</b>
<b><u>AIRCRAFT 3 – N900HP</u></b>		
\$ 1,000,000	Single Limit Bodily Injury and Property Damage Liability, Including Passengers	\$_____
“All Risk”	Hull Physical Damage; <u>\$50</u> not in motion deductible, <u>\$250</u> in motion deductible	\$_____
<b>TOTAL AIRCRAFT 3</b>		<b>\$_____</b>
<b><u>AIRCRAFT 4 – N940HP</u></b>		
\$ 1,000,000	Single Limit Bodily Injury and Property Damage Liability, Including Passengers	\$_____
“All Risk”	Hull Physical Damage; <u>\$50</u> not in motion deductible, <u>\$250</u> in motion deductible	\$_____
<b>TOTAL AIRCRAFT 4</b>		<b>\$_____</b>

SECTION D (cont.)  
BID SHEET – ALTERNATE BID

**GROUP 3 – Kansas Highway Patrol (Helicopter)**

Proposed Insurance Company \_\_\_\_\_

<u>ALTERNATE BID:</u>		<u>ANNUAL PREMIUM</u>
<u>AIRCRAFT 1 - Bell 407 – N650HP</u>		
\$ 5,000,000	Single Limit Bodily Injury and Property Damage Liability, Including Passengers	\$_____
"All Risk"	Hull Physical Damage; \$5,000 not in motion deductible, \$125,000 in motion deductible	\$_____
<b>GRAND TOTAL ANNUAL PREMIUM – GROUP 3</b>		<b>\$_____</b>
<b>GRAND TOTAL ANNUAL PREMIUM-GROUP 1 – BASE BID</b>		<b>\$_____</b>
CHARGE TO COVER FLIR SYSTEMS ATTACHED TO AIRCRAFT N950HP and N940HP		\$_____

**GROUP 2 – Kansas Department of Wildlife and Parks**

Proposed Insurance Company \_\_\_\_\_

<u>BASE BID:</u>		<u>ANNUAL PREMIUM</u>
<u>AIRCRAFT 1 - Cessna 421C</u>		
\$ 5,000,000	Single Limit Bodily Injury and Property Damage Liability, Including Passengers	\$_____
\$ 3,000	Medical Payments each person, including crew	\$_____
"All Risk"	Hull Physical Damage; \$50 not in motion deductible, \$250 in motion deductible	\$_____
<b>GRAND TOTAL ANNUAL PREMIUM – GROUP 2</b>		<b>\$_____</b>

Attach a "Sample" or "Specimen" copy of the proposed policy to this form. Failure to do so may be cause for rejection of your bid.

THE STATE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS AND TO AWARD BY GROUP.

**TRIA:**

Pursuant to the Terrorism Risk Insurance Act of 2002, insurance companies are required to offer Terrorism Coverage and provide the premium for such coverage. The insurance company is also required by the Act to provide the insured with a disclosure form as a means to advise of the coverage offer and the premium charge as



well as a formal rejection of the coverage. The insured must reject the offer in writing; or, if the insured does not pay within 30 days of notification, coverage will be considered rejected.

Indicate your charge for Terrorism Coverage.

Aircraft 1 – N950HP	\$_____
Aircraft 2 – N900HP	\$_____
Aircraft 3 – N980HP	\$_____
Aircraft 4 – N940HP	\$_____
TOTAL GROUP 1	\$_____
GROUP 2	\$_____
GROUP 3	\$_____

SECTION D (Cont)

BID SHEET – OPTIONAL BID

<u>OPTIONAL BID #1</u> <u>COVERAGE – <b>SINGLE</b> PILOT OPERATIONS</u>		<u>ANNUAL</u> <u>PREMIUM</u>
\$ 5,000,000	Single Limit Bodily Injury and Property Damage Liability	\$ _____
\$ 100,000	Per Seat “Voluntary Settlement”, including crew	\$ _____
\$ 5,000	Each person/\$50,000 each occurrence Medical payment, including crew	\$ _____
No Deductible “All Risk” Hull Physical Damage		\$ _____
TOTAL ANNUAL PREMIUM		\$ _____

Attach a “Sample” or “Specimen” copy of the proposed policy to this form. Failure to do so may be cause for rejection of your bid.

Pursuant to the Terrorism Risk Insurance Act of 2002, insurance companies are required to offer Terrorism Coverage and provide the premium for such coverage. The insurance company is also required by the Act to provide the insured with a disclosure form as a means to advise of the coverage offer and the premium charge as well as a formal rejection of the coverage. The insured must reject the offer in writing; or, if the insured does not pay within 30 days of notification, coverage will be considered rejected.

Indicate your charge for Terrorism Coverage \$ \_\_\_\_\_

**Deductible:** **(Please check)**

\$0	_____
\$1,000	_____
\$2,000	_____
\$5,000	_____
\$7,000	_____
\$10,000	_____
Other	_____

Note: If submitting multiple bids for various deductible levels, please submit separate sheets for each bid.

SECTION D (Cont)

BID SHEET – OPTIONAL BID

OPTIONAL BID #2 COVERAGE – <b>SINGLE</b> PILOT OPERATIONS WITH TRAINING PURSUANT TO SECTION C, ITEM 7.		<u>ANNUAL PREMIUM</u>
\$ 5,000,000	Single Limit Bodily Injury and Property Damage Liability	\$ _____
\$ 100,000	Per Seat “Voluntary Settlement”, including crew	\$ _____
\$ 5,000	Each person/\$50,000 each occurrence Medical payment, including crew	\$ _____
No Deductible “All Risk” Hull Physical Damage		\$ _____
TOTAL ANNUAL PREMIUM		\$ _____

Attach a “Sample” or “Specimen” copy of the proposed policy to this form. Failure to do so may be cause for rejection of your bid.

Pursuant to the Terrorism Risk Insurance Act of 2002, insurance companies are required to offer Terrorism Coverage and provide the premium for such coverage. The insurance company is also required by the Act to provide the insured with a disclosure form as a means to advise of the coverage offer and the premium charge as well as a formal rejection of the coverage. The insured must reject the offer in writing; or, if the insured does not pay within 30 days of notification, coverage will be considered rejected.

Indicate your charge for Terrorism Coverage \$ \_\_\_\_\_

<u>Deductible:</u>	<u>(Please check)</u>
\$0	_____
\$1,000	_____
\$2,000	_____
\$5,000	_____
\$7,000	_____
\$10,000	_____
Other	_____

Note: If submitting multiple bids for various deductible levels, please submit separate sheets for each bid.

State of Kansas  
Department of Administration  
DA-146a (Rev. 06-12)

**CONTRACTUAL PROVISIONS ATTACHMENT**

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.